



Call-up against a Standing Offer /  
Contract against a Supply Arrangement  
Commande subséquente # une offre # commande /  
Contrat suite # un arrangement en matière d'approvisionnement

Contract No / N° du contrat  
3516855

Standing Offer No / Supply Arrangement No.  
No de l'offre # commandes / No arrangement en matière d'approvisionnement

SA/AMA: #E60ZT-16TSSB/C

Period of Contract (M/D/Y) - Période du contrat (M/D/A)

From/Du: 07/09/2018 To/Au: 12/21/2018

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur préc. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			950,000.00 CAD	110,500.00 CAD	960,500.00 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

KPMG LLP  
1800-150 ELGIN ST  
OTTAWA ON K2P 2P8  
CANADA

Contact - Personne-ressource

Matt Hopkins

Telephone - Téléphone

613-948-6149

Contact - Personne-ressource

Suzanne Nickerson

Telephone - Téléphone

PROJECT TITLE - TITRE DU PROJET

Deliverable 1: project Methodology

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of Ontario.  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

BERTRAND, NATHALIE

Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister  
This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre  
Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

Cristel St-Louis

HENDRICK, JENNIFER

Signature

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out thereon.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérées dans ce document, les biens et/ou les services énumérés au prix(s) mentionné(s) dans le document.

Nickerson

Signature

Date

Canada



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## Appendix A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS



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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

#### TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### 1. Taxes

##### 1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

##### 1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.

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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### Basis of Payment

PRICING SCHEDULE- Class 2 Business Consulting/Change Management Class - Category 2.12 Evaluation Services Consultant

The Bidder must complete this pricing schedule and include it in its financial bid.

The rates and prices specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

1. all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;

2. any travel expenses for travel between the Contractor's place of business and the NCR; and

3. any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price of \$ 850,000.00, Goods and Services Tax, Harmonized Sales Tax are extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

### Deliverable      Bidder Price

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**Total Bidder Price (Sum of all Deliverables + Other Direct Charges)**  
**\$ 850,000.00**

### **Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 850,000.00**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid by Direct Deposit (Domestic and International);

### **Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- b. a copy of the release document and any other documents as specified in the Contract;
- d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

**Nathalie Bertrand: [nathalie.bertrand3@canada.ca](mailto:nathalie.bertrand3@canada.ca)**

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ATIA - 21(1)(a)

ATIA - 21(1)(b)

## Appendix C - Appendice C Statement of Work - Énoncé des travaux

### Statement of Work

#### 1. TITLE

Business case to facilitate the establishment of long term stable funding to adequately support the Government of Canada's infrastructure programs (on-going A-base).

#### 2. OBJECTIVE

Infrastructure Canada (INFC) requires a Contractor for the preparation of a business case that will support the establishment of A-base funding for the Department.

Infrastructure Canada is seeking to modernize its funding arrangement at a critical juncture in its program delivery. A leading organization since its inception, it is seeking to solidify A-base funding in order to better manage and improve delivery to clients.

#### 3. BACKGROUND

Infrastructure Canada (INFC) provides long-term predictable support to help Canadians benefit from world-class, modern public infrastructure. The Department achieves this by making investments, building partnerships, developing policies, delivering programs, and fostering knowledge about public infrastructure in Canada. Since it was established in 2002, the Department has been an important funding partner, working with provinces, territories, municipalities, indigenous communities, the private sector and non-profit organizations, along with other federal departments and agencies, to help build and revitalize infrastructure that supports modern, inclusive and diverse communities - and a strong Canada.

In the spring of 2016, the Government of Canada announced a new long-term plan that is already delivering significant new funding to provinces, territories, municipalities and indigenous communities. The plan, which is being developed in collaboration with all orders of government, is delivering both immediate increased investments in infrastructure and will provide long-term predictable funding to address the priorities of Canadians. In the 2016 Fall Economic Statement, the Government of Canada announced a proposal to invest an additional \$81 billion through to 2027-2028 in public transit; green infrastructure; social infrastructure; trade and transportation infrastructure; and rural and northern communities. Due to the substantial amount of growth of these areas within public infrastructure investments in Canada, Infrastructure Canada will be at the forefront of helping the Government deliver on these new proposed initiatives. The Government also announced a proposal for establishing two new innovative initiatives: the Canada Infrastructure Bank and the Smart Cities Challenge.

Infrastructure Canada's budget has three parliamentary appropriations: Vote 1 - Operating Expenditures, Vote 5 - Capital Expenditures and Vote 10 - Contributions. Vote 1 and 5 are divided into a series of salary and non-salary funds that are aligned with Infrastructure Canada's program activities and projects. Both its programs and projects are currently delivered via B-based appropriations. In traditional departments and agencies, program activity appropriations are provided for via A-base and projects B-base funding. Most government departments are allocated a financial envelope of resources that include a current policy level (A-base) budget and a policy reserve (B-base) for new initiatives, including capital projects.

As a result of the \$81 billion investment until 2027-2028, and the need for infrastructure growth to continue to expand with new technologies and innovation on the horizon, Infrastructure Canada needs to establish A-base funding to appropriately support its program activities while using its B-base for one time or project specific requirements.

### Programs and Internal Services

#### i) Investing in Canada Phase 1 - Funding Allocations for Provinces and Territories

This program includes the following two transfer payment programs:

- 1) The Clean Water and Wastewater Fund, to address the substantial needs for improvements in potable water, wastewater, and storm water infrastructure. The program is intended to benefit provinces and municipalities by injecting much needed infrastructure funding to allow for capital improvements and planning and design of new systems.
- 2) The Public Transit and Infrastructure Fund, primarily towards initiatives that will support the rehabilitation of

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provincially/territorially or municipally owned/operated public transit systems; enhanced asset management; and system optimization and modernization.

ii) Investing in Canada Phase 1 - Funding for Federation of Canadian Municipalities

**Description**

Infrastructure Canada is establishing funds to support asset management (Asset Management Fund) and capacity building for climate change challenges (Capacity Building for Climate Change Challenges) that will be delivered by the Federation of Canadian Municipalities.

iii) Investing in Canada Infrastructure Program

Investing in Canada Infrastructure Program, to be delivered over 10 years, will be instrumental in meeting Infrastructure Canada's overarching objectives to rebuild Canada's infrastructure for the 21st century. The program acknowledges that provinces, territories, municipalities, and Indigenous communities are key partners that are best positioned to prioritize investments in infrastructure. To this end, the Investing in Canada Infrastructure Program will be delivered through Integrated Bilateral Agreements between Infrastructure Canada and provinces/territories that rely on a strong collaborative approach to successfully implement infrastructure projects. Federal funding under the Investing in Canada Infrastructure Program will be disbursed under four funding streams. The four funding streams include: Public Transit; Green Infrastructure; Community Culture and Recreation Infrastructure; and Rural and Northern Communities Infrastructure.

iv) Gas Tax Fund - Permanent Funding for Municipalities

The Gas Tax Fund provides predictable, upfront funding in support of community infrastructure. The Gas Tax Fund allows communities to: invest funds immediately on eligible projects; bank unspent funds for future projects; pool funds together to support larger cross-community projects; and use future allocations as capital to borrow against in order to invest in current infrastructure needs.

v) New Building Canada Fund - National Infrastructure Component

The New Building Canada Fund - National Infrastructure Component supports infrastructure projects of national significance. As a national funding envelope, the National Infrastructure Component allows the Government of Canada the opportunity to set federal priorities through the selection of projects that contribute to Canada's long-term economic growth and prosperity.

vi) New Building Canada Fund - Funding Allocations for Provinces and Territories

The New Building Canada Fund - Provincial-Territorial Infrastructure Component is comprised of two sub-components: 1) Funding for National and Regional Projects, and 2) Small Communities Fund. The National and Regional Projects targets projects of national and regional significance that contribute to, particularly those with a strong impact on economic growth, a clean environment and stronger communities. In total, \$9 billion has been allocated to the National and Regional Projects. The Small Communities Fund targets municipal projects in communities with a population of less than 100,000 people. In total, close to \$1 billion has been allocated to the Small Communities Fund.

vii) Historical Programs

This program includes the following legacy programs: The Border Infrastructure Fund, Green Infrastructure Fund, Canada Strategic Infrastructure Fund, Provincial/Territorial Infrastructure Base Funding Program, and the Building Canada Fund - Major Infrastructure Component and Communities Component.

viii) New Champlain Bridge Corridor Project

This program ensures the overall delivery of the new bridge of the St. Lawrence corridor project in Montréal, Quebec. Infrastructure Canada is the project authority charged with overseeing the delivery of this project which will provide safe, secure and efficient crossing for local residents, commuters and commercial traffic. The new bridge and its corridor will contribute to the increased capacity and efficiency of gateway and corridor infrastructure regionally and nationally.

ix) Gordie Howe International Bridge Team

The Gordie Howe International Bridge project is a unique and complex project. The bi-national infrastructure project is being delivered by a non-agent crown corporation, and is paid for by the Government of Canada. Direct stakeholders include two countries, seven governmental agencies, and three levels of government.

x) Toronto Waterfront Revitalization Initiative

Investments through the Toronto Waterfront Revitalization Initiative will provide flood protection to southeastern portions of

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downtown Toronto, including parts of the port lands, South Riverdale, Leslieville, south of Eastern Avenue, and the First Gulf/Unilever development site. The Toronto Waterfront Revitalization Initiative terms and conditions are scheduled to expire in 2024. Through the Toronto Waterfront Revitalization Initiative, approximately 240 hectares of land will be protected from flooding, and approximately 73 hectares of brownfields will be remediated. Additionally, over 36 hectares of green space will be available for public use. Funding provided through the Toronto Waterfront Revitalization Initiative will also effectively upgrade municipal infrastructure in the area making improvements to the roads, bridges, and water and wastewater systems. In the long-term, Toronto Waterfront Revitalization Initiative funding will provide opportunities for residential and commercial development, access to affordable housing, and public transit.

#### xi) Smart Cities Challenge

The Smart Cities Challenge is part of a number of policy innovation initiatives announced in Budget 2017 to rely on challenge-based approaches, to solve big challenges facing Canadians and their communities. The Smart Cities Challenge is advanced by Infrastructure Canada under the auspices of the Privy Council Office's Impact Canada Initiative (ICI). Specifically, the Smart Cities Challenge will allocate its budget of \$300 million over 10 years, starting in 2017-18, to encourage communities of all sizes from across the country take bold action to improve outcomes of their residents by applying a smart cities approach that leverages connected technologies and data. The Challenge model incents communities to adopt a multi-sectoral approach to problem solving. The process requires the full engagement of residents, while requiring that communities mobilize themselves to overcome historic institutional barriers to innovation.

#### xii) Disaster Mitigation and Adaptation Fund

The Disaster Mitigation and Adaptation Fund supports infrastructure projects that will increase community resilience by mitigating current and future climate-related risks and disasters triggered by natural hazards, such as floods, wildfires, droughts, and seismic events. In order to achieve this, Disaster Mitigation Adaptation Fund aims to reduce the socio-economic impacts of disasters triggered by natural hazards by focusing investments on communities at risk of infrastructure failure that result in: threats to health and safety; threats to critical infrastructure, including interruptions in essential services; significant disruptions in economic activity; and increasingly high costs for recovery and replacement to frequent and intense climate events and disasters triggered by natural hazards. The Disaster Mitigation and Adaptation Fund will be a competitive, merit-based program requiring that project proposals be all assessed according to pre-established criteria and then ranked according to their score. The Disaster Mitigation and Adaptation Fund will also encourage improved asset management and evidence-based planning by including alignment with relevant provincial, territorial, regional, or municipal government plans in the assessment criteria.

#### xiii) Internal Services

Internal services are groups of related activities and resources that are administered to support the needs of INFC programs and other corporate obligations. These include: Management and Oversight Services; Public Affairs; Legal Services; Human Resources Management Services; Financial Management Services; Information Management Services; IT Services; Real Property Services; Materiel Services and Acquisition Services. Internal services encompass only those activities that apply across INFC, and not to those provided specifically to any one program.

## 4. SCOPE

The work under this contract will be fundamental and overarching to the business of Infrastructure Canada. It is expected to produce the following benefits for Infrastructure Canada:

- " Provide an assessment of the adequacy of the Department's support resources;
- " Benchmarking of INFC programs, including:
  1. An understanding of the efficiency of the delivery of infrastructure programs with relevant comparisons to similar municipal, provincial, federal and international programs; and
  2. Key workload and cost drivers that determine cost requirements for all INFC programs;
- " Identify any opportunities for enhanced efficiency and effectiveness;
- " Reduced risks on service delivery commitments;
- " Increased opportunities to obtain new and/or additional resources for the Department; and
- " Senior management that is better prepared to promote Infrastructure Canada's interests and priorities with Central Agencies.

The Contractor is expected to lead a comprehensive department-wide financial management and program/internal services review and provide a comprehensive business case that incorporates:

An assessment of the adequacy of Infrastructure Canada's support resources to fulfill their mandate, and with appropriate costing methodology identifies any shortfalls and future needs;

An assessment of its current organizational efficiency by benchmarking its program and internal services activities and expenditures with similar type organizations and identifying opportunities for enhancing efficiency across the organization.

Proposing funding models that will best provide for stable, long term funding for Infrastructure Canada's programs and internal services, including A-base funding;

Identifying and recommending those expenditures that can be justified as an ongoing requirement to ensure organizational stability at various levels of project funding;

Detailing how each of the twelve (12) Program and Internal Service's performance and results will be enhanced and/or

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optimized with A-base funding and any other funding models proposed.  
Provide a risk assessment/impact analysis for key business processes at various levels of funding.

The business case "must" include all of the above six (6) areas of focus.

## **5. PROJECT METHODOLOGY**

The Contractor will be required to provide its progress, findings and reports to a Senior Management Advisory Committee (SMAC) on a regular basis (see Table 9.1) during the term of the contract, including approval of the Project Methodology at the commencement of the project. This Senior Management Advisory Committee will be providing advice to the Deputy Minister and Associate Deputy Minister of Infrastructure Canada while also playing a key role in driving the project deliverables.

The Senior Management Advisory Committee and process is intended to provide Infrastructure Canada enhanced consideration of their efficiency and effectiveness across the organization, thereby positioning it to request, and obtain, A-base funding. The Senior Management Advisory Committee will provide project leadership advice and contribute to the project within the context of a defined project plan and governance arrangements. They will also be key to identifying issues on behalf of the leaders of the organization and/or other government agencies (TBS, FIN, PCO), and provide options and advice regarding recommended actions.

### **The Senior Management Advisory Committee roles and responsibilities include:**

- Providing guidance on the development of any project policies that are associated with the A-Base review;
- Providing direction to the project team;
- Defining project objectives, setting key performance metrics, and establishing the initiative's approach;
- Reviewing progress reports and other activities of the initiative;
- Assessing the validity and relevance of data and providing strategic advice on the quality of information; and
- Acting as a resource, championing the content as well as the storytelling in seeking A-Base funding, throughout the business case and Treasury Board Submission process.

Presentations shall be in Microsoft PowerPoint format and all reports shall be in the Microsoft Word format. Presentations and reports, as well as the supporting documentation, shall be provided electronically at least four (4) business days prior to the deliverable dates noted in Table 9.1 to the Director General, Finance and Administration at Infrastructure Canada (Nathalie.bertrand3@canada.ca) with a cc to the Senior Financial Manager (chantal.aubin2@canada.ca). Upon receipt of any reports or presentations, Infrastructure Canada commits to provide comments back to the Contractor within 2 business days.

### **The following resources will be available to the contractor:**

i) The Senior Management Advisory Committee Secretariat is responsible for supporting and coordinating the activities relating to Committee meetings as part of its role in administering the committee process. In relation to Senior Management Advisory Committee meetings, the secretariat can provide support to the Contractor to:

- ? Ensure distribution of the presentations/reports/documentation to Senior Management Advisory Committee prior to the meeting;
- ? Provide logistical arrangements for Committee meetings; and
- ? Maintain a 'rolling agenda' for the Committee.

ii) There will be a senior financial analyst to assist the Contractor in obtaining financial data on the organization.

iii) There will also be a liaison identified for each of the program areas at INFC to answer questions on their specific program areas.

All other resources required to fulfill the contract will be the responsibility of the Contractor.

## **6. APPLICABLE DOCUMENTS**

TB Policy Framework on Financial Management  
TB Policy on Financial Management Governance

## **7. BI-WEEKLY PROGRESS REPORTS**

The Contractor must submit bi-weekly status reports to the Project Authority that must, at a minimum, include the following:

- a) All significant activities performed, including methodology used, during the period;
- b) Planned activities for the next two weeks;
- c) Status of any outstanding activities that may extend beyond normal timelines;
- d) Description of any problems which may require attention or escalation; and,
- e) Any recommendations relating to the conduct of the work.

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## 8. TRAVEL

No travel is associated with this requirement.

## 9. DELIVERABLES

The Contractor will provide to the Senior Management Advisory Committee a draft project methodology upon the commencement of the contract. The Senior Management Advisory Committee will provide guidance and approval of the methodology prior to the start of the project.

The Contractor will further be required to provide an Interim Report by October 30th, 2018. The Senior Management Advisory Committee will provide guidance on any areas for further clarification/examination and any edits to be included in the final report.

A Final Report will be due to INFC the week of November 19th, 2018. Additional briefings of the Senior Management Advisory Committee and the INFC Project Team will be provided as per Table 9.1 (on the following page). It is essential that the deliverables meet these timeframes.

**Table 9.1 Deliverables      Type Date**

Final Business Case	Report	Week of November 19th, 2018
Interim Business Case to the SMAC	Report	Week of October 30th, 2018
Bi-weekly briefing to INFC Project Team	Verbal briefing w/docs	Week of October 17, 2018
Monthly briefing to the SMAC	Presentation	Week of October 01, 2018
Bi-weekly briefing to INFC Project Team	Verbal briefing w/docs	Week of September 12, 2018
Monthly briefing to the SMAC	Presentation	Week of August 29, 2018
Bi-weekly briefing to INFC Project Team	Verbal briefing w/docs	Week of August 15, 2018
Monthly briefing to the SMAC	Presentation	Week of August 01, 2018
Bi-weekly briefing to INFC Project Team	Verbal briefing w/docs	Week of July 18, 2018
Project Methodology to the SMAC	Document for approval	At commencement



Call-up against a Standing Offer /  
Contract against a Supply Arrangement  
Commande subséquente # une offre # commande /  
Contrat suite # un arrangement en matière d'approvisionnement

Contract No /N° du contrat  
3516855

## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex C.

#### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 3. Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD). Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex D;
  - b. Industrial Security Manual (Latest Edition).

#### 4. Term of Contract

##### 4.1 Period of the Contract:

The Work is to be performed during the period start date of the contract, expected end of June of before and all deliverable must be completed by the week of November 19th, 2018.

#### 5. Authorities

##### 5.1 Contracting Authority

Jennifer Hendrick  
Manager Procurement Services  
613-960-6334  
[jennifer.hendrick2@canada.ca](mailto:jennifer.hendrick2@canada.ca)

Canada



**Call-up against a Standing Offer /  
Contract against a Supply Arrangement  
Commande subséquente # une offre # commande /  
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No /N° du contrat 3516855
---------------------------------------

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

Matt Hopkins  
Principal Advisor  
613-790-7249  
matt.hopkins2@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

The Contractor's representative will be determined at Contract Award.

## 6. Certifications and Additional Information

### Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Security Requirements Check List; and
- (f) the Contractor's bid dated June, 29, 2018





SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A: CONTRACT INFORMATION / PARTIE A: INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Infrastructure Canada		Corporate	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Business case to facilitate the establishment of long term stable funding to adequately support the Government of Canada's infrastructure programs			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		Restricted to: / Limité à <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays		Specify country(ies): / Préciser le(s) pays	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |  |  |  |
|---|--|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input checked="" type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL  | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |  |  |  |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
Unclassified

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Nathalie Bertrand	Director General, Finance and Administration	
Telephone No. - N° de téléphone 813-948-9422	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Nathalie.bertrand@canada.ca
		Date 2018-05-25

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Marc Levasseur	Senior Security Analyst	
Telephone No. - N° de téléphone 613-946-0713	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marc.levasseur@canada.ca
		Date 2018-05-25

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No / Non ☐ Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Cristel St-Louis	Procurement Specialist	
Telephone No. - N° de téléphone 613-941-9149	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel cristel.st-louis@canada.ca
		Date 25-05-18

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified

Canada